

**BELLSOUTH
TELECOMMUNICATIONS, LLC d/b/a
AT&T ALABAMA,**

Complainant,

v.

ALABAMA POWER COMPANY,

Defendant.

ALABAMA POWER COMPANY'S FIRST SET OF INTERROGATORIES TO AT&T

The information sought in each interrogatory is necessary to the resolution of this dispute because each interrogatory seeks information regarding the joint use relationship between AT&T

1

and Alabama Power. The information sought in each interrogatory is not presently available from any other source, as it is not obtainable from a public source, is within AT&T's sole possession, custody, or control, or is otherwise not available to Alabama Power.

Definitions

1. "AT&T" means BellSouth Telecommunications, LLC and any persons associated with it, including, but not limited to, each of its current or former parents, subsidiaries, affiliates, officers, directors, independent contractors, agents, servants, attorneys, successors, predecessors, representatives, investigators, experts, employees, ex-employees, consultants, representatives and others who are in possession of, or who may have obtained, information for or on behalf of the above-mentioned persons or entities.

2. "Identify" means:

a. When referring to a person, the person's full name, title, business address, e-mail address, and telephone number, and relationship to AT&T. If you do not know the person's current information, provide the person's last known business affiliation and title, business address and telephone number, residential address and telephone number, e-mail address, and relationship to AT&T.

b. When referring to a document, the type of document (e.g., letter, memorandum, e-mail, etc.) or some other means of identification, its author(s) and addressee(s), its date, its subject, and all present locations by address and custodian.

c. When referring to an oral communication, the type of communication, the persons who participated in, heard, or witnessed it, the date of the communication, and the subject and substance of the communication, and identify any documents that set forth, summarize or refer to any portion of such oral communication.

d. When referring to a business organization, the corporate name or other names under which said organization does business and the location and phone number of its principal place of business.

e. When referring to data, the type of data, its vintage, the geographic location where the data was collected, the rules or guidelines governing its collection, and all facts, figures, measurements, and other data collected and analyses performed.

If any of the foregoing information requested is not known, the response shall indicate what of the foregoing information is not known.

3. “JUA” means the joint use agreement between Alabama Power Company and South Central Bell Telephone Company, dated June 1, 1978, as amended.

4. “Joint Use Agreement” means any agreement entered into by AT&T and any electric utility that grants each party access to the other’s distribution poles, including any amendments, exhibits, appendices, and operational guidelines, practices, or policies.

5. “You” and “your” have the same meaning as AT&T.

Instructions

1. In response to each Interrogatory, first restate the Interrogatory.

2. Provide all responsive information that is in the possession, custody or control of AT&T or any other person acting in the interest of, or on behalf of, AT&T. If AT&T does not have responsive information, or has information that is only partially responsive, AT&T should provide the available information and identify the information that is not available.

3. If any response contains any objection, state with specificity the grounds for the objection and the part of the Interrogatory to which the objection is made but respond to the Interrogatory fully insofar as it is not deemed objectionable. If any information requested was, but

is no longer, in your possession or subject to your control, or is no longer in existence, state whether it is missing or lost, destroyed, transmitted or transferred voluntarily or involuntarily to others, or otherwise disposed of and explain the circumstances surrounding the authorization for such disposition and the date or approximate date thereof.

4. These interrogatories are continuing and AT&T must supplement its responses upon discovering or learning of additional information in its custody, possession, or control that was not produced or included in an earlier response.

Interrogatories

1. Does AT&T contend that the current version of Appendix B to the JUA was (a) unjust or unreasonable at time it was executed, and/or (b) the result of unequal bargaining power between the parties? If so, please identify the basis for this contention, with reference to data, documents and communications between the parties. If any part of your answer relies on the parties' relative joint use pole ownership please explain specifically how this relative pole ownership provides bargaining leverage to one party or the other.

2. Identify all data in your possession regarding poles jointly used by Alabama Power and AT&T, including but not limited to all survey, audit or sampling data concerning pole height, the average number of attaching entities, the number of attachments owned by AT&T, and the space occupied by Alabama Power and AT&T. Include in your response when the data was compiled or collected, the entity or entities that compiled or collected it, the accuracy requirements, if any, imposed or related to the compilation or collection of the data, and the rules, parameters, and/or guidelines pursuant to which the data was collected.

3. If AT&T were a CLEC that occupied more than one-foot of space on an Alabama Power pole, how does AT&T contend the rate for such attachments should be calculated? If AT&T

were a CATV that occupied more than one-foot of space on an Alabama Power pole, how does AT&T contend the rate for such attachments should be calculated? Please explain your methodology for the answer to this question.

4. State the rates, terms, and conditions of all Joint Use Agreements between AT&T and any electric utility (municipally-owned, investor-owned, cooperative, or other) other than Alabama Power in the state of Alabama that were in effect at any time from the 2011 rental year forward. Include in your response the name of the entity that is the counterparty to the Joint Use Agreement, the dates on which the Joint Use Agreement was in effect, the annual rental rates and/or adjustment payments thereunder, the number of poles owned by each party at the time of execution of the agreement and currently, and when the agreement was last negotiated, amended, or otherwise revised. AT&T may, alternatively, respond to this interrogatory by producing copies of each such agreement, along with the applicable rates and attachment totals.

5. State the rates, terms, and conditions for of all pole attachment or pole license agreements that AT&T has with any cable television system or telecommunications carrier within the state of Alabama, and that were in effect at any time from January 1, 2011 forward. Include in your response the name of the entity that is the counterparty to each such agreement, the dates on which the agreement was in effect, the annual pole attachment rates thereunder, the number of each party's attachments to AT&T poles. AT&T may, alternatively, respond to this interrogatory by producing copies of each such agreement, along with the applicable rates and attachment totals.

6. Please state whether AT&T or its currently retained contractors in Alabama Power's service area have the training and equipment necessary to set AT&T joint use poles with Alabama Power electric facilities attached to them, including the requisite training and equipment to work with or in close proximity to live electrical facilities. If the answer is yes, please identify

those contractors and state the number of poles per year since 2011 such contractors have set in energized lines and include within your answer the voltage class of such poles.

7. What size and type of pole(s) does AT&T set when such pole(s) will not be jointly used with an electric utility pursuant to a Joint Use Agreement? Please identify the costs incurred by AT&T in the preceding 5 years to construct non-joint use pole lines (including the cost of installing AT&T's communication facilities), and identify the total number of poles installed.

8. Does AT&T contend that it has ever been required to pay modification costs to Alabama Power in order to make use of its allocated space under the joint use agreement? If so, please identify all such instances and state the costs paid for such modification work.

9. Prior to filing its complaint, did AT&T perform any calculations or analysis to determine whether the scheduled costs in Appendix A to the JUA result in cost savings to AT&T and/or result in under-recovery by Alabama Power of its actual costs? If so, please state the results of such calculations or analysis.

10. Prior to filing its complaint, did AT&T perform any calculations or analysis to ascertain the scope of its avoided make-ready costs under the JUA? If so, please state the results of such calculations or analysis.

Dated: June 21, 2019

Respectfully submitted,

/s/ Eric B. Langley

Eric B. Langley

Robin F. Bromberg

LANGLEY & BROMBERG LLC

2700 U.S. Highway 280, Suite 240E

Birmingham, Alabama 35223

(205) 783-5751

eric@langleybromberg.com

robin@langleybromberg.com

Attorneys for Defendant

Alabama Power Company

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of June 2019, a true and correct copy of Alabama Power's First Set of Interrogatories to AT&T was filed with the Commission via ECFS and was served on the following (service method indicated):

Robert Vitanza
Gary Phillips
David Lawson
AT&T SERVICES, INC.
1120 20th Street NW, Suite 1000
Washington, DC 20036
(by U.S. Mail)

Marlene H. Dortch, Secretary
Federal Communications Commission
9050 Junction Drive
Annapolis Junction, MD 20701
(by ECFS)

Christopher S. Huther
Claire J. Evans
WILEY REIN LLP
1776 K Street NW
Washington, DC 20006
chuther@wileyrein.com
cevens@wileyrein.com
(by E-Mail)

Lia Royle
Federal Communications Commission
Market Disputes Resolution Division
Enforcement Bureau
Lia.royle@fcc.gov
(by E-Mail)

Rosemary H. McEnery
Federal Communications Commission
Market Disputes Resolution Division
Enforcement Bureau
445 12th Street, SW
Washington, DC 20554
Rosemary.mcenery@fcc.gov
(by E-Mail)

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426
(by U.S. Mail)

Walter L. Thomas, Jr., Secretary
Alabama Public Service Commission
100 North Union Street
RSA Union Building
Montgomery, AL 36104
(by U.S. Mail)

/s/ Eric B. Langley
OF COUNSEL